

**REMARKS**

**I. Status of the Claims**

Claims 1-44 have been canceled. New claims 45-58 have been added. No new matter is introduced by this Amendment. Support for the new claims can be found in the specification as-filed as follows:

Claims 45 and 52 – at paragraph [0020] (Individual ... signs up for an Internet Account ... to activate the account, a user ... enters the secured information ... to credit the account); [0021] (debits the account to the value of the transaction); and [0022] (links ... created between [merchants] and the third party's server); at **pages 2, and 4-5 and FIG. 1** (values purchased as smart cards, not B2B (bank to bank) basis by credit cards, letters of credit, transfers, direct debit, etc., or bank checks and without disclosing personal information, such as social security number); [0008]-[0009] (third party institution ... to generate Internet Standard of Value (ISV) ... smart card ... after purchasing units of ISV, the user ... load the values encrypted on the card as a credit to the e-account ... managed by the third party institution).

Claims 46 and 53 – at paragraph [0020] (Individual ... Internet Account, which is incorporated into a user's email address using a secured password).

Claims 47 and 54 – at **FIG. 2** (make purchase decisions); **FIG. 3** (click to purchase); and [0022] (links ... created between [merchants] and the third party's server).

Claims 48 and 55 – **original claim 4** (record transactions as they occur real time); at paragraph [0018] (web as instantaneous medium of business); and [0024] (these [transactions] are achieved on time, real time, anytime, globally).

Claims 49 and 56 – at **original Claim 1** [...a third party institution which electronically provides the infrastructure to make and receive payments online...the third party issues Internet

Units of Value (using a combination of smart cards encrypted with country specific codes, and other data encryption technologies) which may be freely purchased... worldwide; [0009] ...the third party ....providing units of value using smart card technologies, which can be purchased by internet users worldwide at domestic rates; [0018] ...a third party institution ...generates Internet Standard of Value (ISV) using....smart card technologies [0020] (a user purchases units of account in the form of smart cards (in varying denominations).

Claims 50 and 57 – at [0010] (cost of transaction ... debits the account with the transaction value); and **original claim 4** (collection ... point-of-sale taxes ... deducts same).

Claims 51 and 58 – at **original claim 2** (c-stamps).

## **II. Rejections Under 35 U.S.C. §§ 101 and 112**

Claims 29 and 35 were rejected as indefinite and comprising non-statutory subject matter. In particular, it was noted by the Examiner that the terms “shopper” and “merchants,” because they positively recite humans, renders the claims indefinite and/or relating to non-statutory subject matter. In Applicant’s new claims 45-58, the terms “shopper computer” and “merchant website” are used instead. As such, Applicant respectfully requests withdrawal of this rejection.

## **III. Rejections Under 35 U.S.C. §§ 102 and 103**

Applicant’s previous claims 29 and 35 were rejected as allegedly anticipated by U.S. Published Application No. 2002/0055911 (“*Guerreri*”) and as allegedly obvious over the combination of *Guerreri* with U.S. Published Application No. 2002/0120537 (“*Morea*”). Applicant traverses and disagrees with these rejections for at least the following reasons.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” M.P.E.P. 2131. And with respect to obviousness, “when the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains,” then a *prima facie* case of obvious is made. *KSR Int’l. Co. v. Teleflex Inc.*, 127 S.Ct. 1727(2007). Anticipation has not been established by the Examiner nor has a *prima facie* case of obviousness been made.

Several example claims were presented to the Examiner during the Interview. As discussed, those claims did not appear to be in conflict with the art of record, as not all elements of the presented claims are found in the art or record. In particular, as discussed in the interview, it is apparent that neither of the references *Guerreri* or *Modea*, alone or in combination, teach or suggest performing on-line payment transactions between merchants and shoppers facilitated by a third party payment solutions provider using e-accounts that can be credited and replenished with amounts of value from pre-paid system smart cards issued by the third party payment solutions provider. These features are found in independent claims 45 and 52 presented now in this Amendment. As such, all of Applicant’s claims 45-58 should be allowable.

Accordingly, Applicant requests withdrawal of the 35 U.S.C. §§ 102, 103 rejections and the timely allowance of all pending claims.

#### **IV. Conclusion**

In view of the foregoing Amendment and Remarks, Applicant submits that this application is in condition for allowance and requests entry of this Amendment and the timely

allowance of all pending claims. If necessary, extensions of time are authorized and any required fees may be charged to Deposit Account No. 50-3740.

Respectfully submitted,



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By: \_\_\_\_\_

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